



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, मंगलवार, 12 जुलाई, 2005/21 आषाढ़, 1927

GOVERNMENT OF HIMACHAL PRADESH
DEPARTMENT OF INDUSTRIES

Shimla-2, the 12th July, 2005

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

No. Ind. A (F) 10-4/2005.—This Agreement made on 12th day of July, Two Thousand Five between Jaypee Himachal Cement Project (Unit of Jaiprakash Associates Ltd.) a Company incorporated under the Companies Act, 1956 and having its registered office at 5, Park Road, Hajratganj, Lucknow, 226001 U.P. State, through Sh. K.P. Sharma, Jt. President duly appointed by the Company as its Attorney (hereinafter called 'the Company' which expression

shall include its heirs, successors and assigns) of the first part and the Government of Himachal Pradesh through Sh. Shamsher Singh Thakur, Deputy Secretary (Industries) to the Government of Himachal Pradesh (hereinafter called the "Government", which expression shall include his successors in office and assigns) of the Second part.

Whereas, upon the application of the Company for acquisition of land for the purpose of establishment of a Cement plant/Township the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under the provisions of the Land Acquisition Act, 1894 (1 of 1894), the pieces of parcels of land described and delineated in the Schedule hereto annexed and situated in Villages, Baga and Karog, Tehsil Arki, Distt. Solan, Himachal Pradesh, measuring in total 816-02 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for purpose of establishment of Cement Plant.

AND whereas the said Government have called upon the Company under the provision of Section 41 of the said Act to enter into the agreement with the Government hereinafter contained.

Now, these presents witness and it is hereby agreed and declared as follows :—

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh the entire cost of acquisition, all and every compensation in respect of the said land tendered, paid or awarded and to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by the Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand, made by the said Collector the obligation of Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion of Collector may in anticipation estimates to be necessary for the purpose mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the said Land Acquisition Act, 1894, the said land by the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it is security with the previous sanction of the said Government of Himachal Pradesh for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the land under this clause, during the period such loan is outstanding.

5. The said land shall be held by the company for the purpose for which it is acquired or purpose legitimately connected as in herein before mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever
6. Should the said land held by the company is not used for the purpose for which it is acquired legitimately connected as is herein before mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the Government or should the land at any time thereafter not used for period of 36 consecutive months or the same is not required for the purpose or purpose provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land and together with all buildings thereon whether such buildings were erected before transfer of the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.
7. The approval is subject to the condition that R.R. Plan & other environmental issues be implemented in letter & spirit by M/s Jaypee Himachal Cement Project (A unit of M/s Jai Prakash Associates Ltd.).

IN WETNESS whereof the seal of Company has been affixed and the Government hereinto set his hand seal, the day, month and year hereinabove mentioned.

Sd/-

For and on behalf of Jaypee Himachal Cement Project,
(Unit of Jaiprakash Associates Ltd.)

Sd/-

(K.P. Sharma)
Joint President,

Witness :

Sd/-

1. Vinod Sharma
JHPL Shimla.

Sd/-

2. Sudhanshu Handa
Asstt. Manager,
JAL Shimla.

Sd/-

For and on behalf of the Government of
Himachal Pradesh.

Sd/-

Deputy Secretary (Industries) to the
Government of Himachal Pradesh.

Sd/-

3. Layak Ram Negi
SO (Ind.-A)

Sd/-

4. Kanti Prashad Sharma
Suptd. (Ind.-A)

SCHEDULE

District Solan	Tehsil Arki	Village Bagha	Khasra Nos.	Area	
				Bigha	Bigha
1	2	3	4	5	6
			25	06	11
			27	12	03
			28	06	15
			29	07	17
			30	08	09
			31	00	10
			32	08	10
			33	00	09
			492/36	05	00
			493/36	04	19
			494/37	07	04
			495/37	07	05
			38	04	00
			39	00	05
			40	06	1-
			41	05	0-
			43	00	17
			46	07	16
			48	11	04
			49	08	04
			50	01	16
			51	01	15
			52	05	09
			478/53	01	00
			54	00	09
			55	00	13
			56	00	10
			57	00	10
			58	00	07
			59	00	15
			60	00	04
			61	02	07
			62	00	08
			63	02	14
			64	03	05
			67	00	12
			68	01	09

1	2	3	4	5	6
			69	00	11
			71	07	17
			73	00	05
			75	02	15
			484/472/76	01	12
			485/472/76	02	06
			473/76	00	12
			77	00	04
			78	00	05
			79	00	08
			81	00	05
			82	00	09
			83	00	10
			84	05	00
			85	00	12
			86	01	12
			88	01	17
			164	06	03
			173	05	11
			175	17	06
			177	17	00
			180	04	17
			181	01	00
			182	00	02
			183	00	02
			184	00	11
			185	02	03
			186	04	17
			187	03	10
			189	09	11
			190	00	07
			191	01	01
			192	01	04
			214	00	08
			215	12	05
			216	07	16
			217	00	04
			219	05	03
			220	10	06
			222	04	19
			486/223	00	05
			487/223	01	01

1	2	3	4	5	6
			225	00	03
			226	04	17
			227	01	00
			228	02	09
			230	02	06
			231	06	03
			232	02	16
			233	03	14
			234	04	09
			498/235	00	02
			499/235	00	09
			237	02	05
			239	03	11
			240	12	08
			241	02	11
			242	02	12
			243	04	02
			245	05	08
			246	07	05
			247	00	05
			488/248	00	07
			249	00	04
			251	06	08
			55/252	00	03
			503/501/252	07	15
			502/501/252	00	01
			497/253	05	05
			255	03	17
			256	00	03
			257	04	03
			258	05	17
			259	00	02
			260	03	14
			261	03	10
			262	04	12
			263	03	03
			264	00	04
			266	00	01
			504/267	00	02
			506/267	00	02
			268	00	07
			269	00	02

1	2	3	4	5	6
			270	00	03
			271	00	05
			272	00	10
			273	00	04
			274	01	01
			275	01	03
			276	00	05
			277	00	02
			278	00	04
			279	00	15
			280	00	08
			281	02	01
			466/282	00	07
			467/282	00	17
			283	00	04
			284	00	02
			285	00	02
			286	00	13
			287	02	05
			288	04	17
			289	00	07
			290	00	05
			291	00	02
			292	00	01
			293	00	01
			295	00	01
			296	00	04
			297	02	01
			298	03	00
			300	00	07
			301	00	11
			302	00	03
			304	03	17
			480/306	00	02
			481/306	02	02
			307	00	07
			308	00	18
			310	03	13
			312	00	02
			313	00	02
			314	00	02
			315	00	01

1	2	3	4	5	6
			317	00	03
			318	00	05
			319	00	15
			320	00	14
			321	00	09
			322	01	00
			323	01	19
			324	01	12
			325	00	04
			326	00	07
			327	02	00
			328	00	03
			330	05	08
			331	01	12
			332	02	09
			333	03	04
			334	00	12
			468/335	00	18
			469/335	04	00
			336	00	06
			337	04	15
			338	05	05
			339	03	08
			340	04	09
			341	01	07
			342	02	14
			344	03	06
			346	03	12
			348	08	08
			351	01	19
			352	05	05
			353	00	03
			354	06	16
			356	03	08
			357	04	06
			506/358	00	06
			507/538	03	03
			359	00	09
			360	00	14
			361	00	03
			362	05	11
			363	00	05

1	2	3	4	5	6
			364	00	15
			365	00	06
			367	02	11
			482/368	03	14
			483/368	06	04
			369	04	06
			371	02	09
			372	07	05
			470/373	08	16
			374	04	02
			375	00	03
			376	04	03
			377	02	16
			378	05	11
			379	01	07
			380	04	14
			382	07	08
			383	01	06
			386	00	13
			388	08	12
			389	06	05
			390	07	06
			391	00	02
			392	08	18
			477/393	16	07
			476/393	00	08
			394	00	07
			398	03	07
			399	12	01
			404	14	14
			405	13	08
			458	16	08
			459	04	07
			Kitta 238	720	18
Solan	Arki	Karog	42	10	10
			43	10	18
			44	4	14
			45	7	01
			52	10	19
			53	8	03
			54	1	17

1	2	3	4	5	6
			55	8	17
			59	3	13
			68/60	9	07
			63	6	10
			64	5	08
			65	4	11
			66	2	16
			Kitta 14	95	04
		TOTAL	Kitta 252	816	02

Sd/-
For and on behalf of Jaypee Himachal Cement Project,
(Unit of Jaiprakash Associates Ltd.)

Sd/-
(K.P. Sharma)
Joint President,

Witness :

- | | |
|---|---|
| <p style="text-align: center;">Sd/-</p> <p>1. Vinod Sharma
JHPL Shimla.</p> | <p style="text-align: center;">Sd/-</p> <p>2. Sudhanshu Handa
Asstt. Manager,
JAL Shimla.</p> |
|---|---|

Sd/-
For and on behalf of the Government of
Himachal Pradesh.

Sd/-
Deputy Secretary (Industries) to the
Government of Himachal Pradesh.

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| <p style="text-align: center;">Sd/-</p> <p>3. Layak Ram Negi
SO (Ind.-A)</p> | <p style="text-align: center;">Sd/-</p> <p>4. Kanti Prashad Sharma
Suptd. (Ind.-A)</p> |
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